

UNITED STATES DISTRICT COURT
DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

Outdoor Lighting Perspectives Franchising, Inc.,

Civil File No. 3:13-cv-00138-GCM

Plaintiff,

v.

INJUNCTION

Outdoor Lights of Southeast Texas, LLC, David
Akerman, and Marina Akerman,

Defendants.

This matter came before the Court pursuant to a stipulation between Plaintiff Outdoor Lighting Perspectives Franchising, Inc.'s ("OLP") and Outdoor Lights of Southeast Texas, LLC, David Akerman, and Marina Akerman. ("Defendants") The Court, having reviewed the pleadings filed herein and the parties' stipulation, hereby **ORDERS** that:

1. Defendants are enjoined from marketing, selling, repairing, remodeling, enhancing, installing, or maintaining low voltage residential or commercial outdoor lighting products and services within Waller, Harris, Montgomery, San Jacinto, Polk, Tyler, Jasper, Newton, Orange, Hardin, Liberty, Jefferson, Chambers, Galveston, Brazoria, Matagorda, Fort Bend, Colorado, Walker and Grimes counties in the State of Texas or within any other OLP franchisee's territory for a period of 24 months from the date of this injunction.

2. Defendants are enjoined from failing to take actions necessary to transfer and assign telephone numbers 281-252-5599 and 281-655-0040 to OLP or its assignee within ten days, if such assignment has not already occurred prior to the entry of this order.

3. Defendants are enjoined from failing to return to OLP all outstanding materials, including OLP's Operations Manuals, customer lists, customer records, customer files, instructions, brochures, advertising materials, Confidential Information, trade secrets and any other materials provided by OLP related to Defendants' operation as an OLP franchisee if Defendants have not already returned said items to OLP prior to the entry of this order, and Defendants are restrained from keeping any paper or electronic copies of any such documents or records after being instructed to destroy the same by OLP.

4. Defendants are not permitted do through another person anything which they are enjoined from doing themselves in this order, and as such, are further enjoined from acting in concert or participation with any other person or entity, (including, but not limited to any officers, directors, agents, servants, employees, attorneys, or others) to circumvent the terms of this Order.

5. Notwithstanding the foregoing, the parties to this action acknowledge and agree that nothing contained herein shall prevent Defendants from making repairs or improvements to their own residence, including its outdoor lighting system, as the purpose of this Order is to protect the business interests of OLP and to ensure compliance with the noncompetition provisions (as narrowed by OLP) contained in the Franchise Agreement attached to the Complaint in this matter as exhibit A. OLP further agrees that if it becomes aware of activity which it believes is in violation of this Order, it will provide written notice to Defendants of the same, and Defendants shall be given five (5) business days to demonstrate to OLP they are taking appropriate action to address any perceived breach before OLP files a motion to the Court to address such issue.

IT IS SO ORDERED.

Signed: May 2, 2013

A handwritten signature in cursive script, reading "Graham C. Mullen", written over a horizontal line.

Graham C. Mullen
United States District Judge

